

Des Moines Co.

AFSCME #2205 (Roads)

7/1/2003 6/30/2008

DES MOINES CO. / AFSCME (ROADS)

03-08

COPY

AFSCME AGREEMENT

SECONDARY ROADS

JULY 1, 2003 - JUNE 30, 2008

TABLE OF CONTENTS

ARTICLE I		
AGREEMENT		1
ARTICLE II		
UNION RECOGNITION		2
SECTION 1		2
SECTION 2 Employees excluded		2
SECTION 3 Stewards		2
SECTION 4 Negotiating Committee.		2
SECTION 5 Dues Deduction		2
SECTION 6 Bulletin Boards.		3
ARTICLE III		
PAID LEAVE OF ABSENCE		4
SECTION 1 Eligibility		4
SECTION 2 Definitions		4
SECTION 3 Paid Leaves of Absences		4
SECTION 4 Jury Duty		4
SECTION 5 Court Appearance		5
ARTICLE IV		
HOLIDAYS		6
SECTION 1 Holidays to be Observed		6
SECTION 2 When to be Observed		6
SECTION 3 Conditions		6
SECTION 4 Personal Days.		6
ARTICLE V		
VACATIONS		7
SECTION 1 The Accrual Rate		7

SECTION 2	When Vacations May Be Taken	7
SECTION 3	Vacation Pay Will Be Computed	7
SECTION 4	Vacation Time May Be Accumulated	8
SECTION 5	Separation From Employment	8
SECTION 6	In the Event of a Layoff	8

ARTICLE VI
SICK LEAVE

SECTION 1	Leave for Disability	9
SECTION 2	Accrual/Accumulation	9
SECTION 3	Disabilities Covered	9
SECTION 4	Utilization of Sick Leave	9
SECTION 5	Reporting Requirement	10
SECTION 6	Cancellation of Sick Leave	10
SECTION 7	Occupational Injuries	11
SECTION 8	Benefits upon Retirement	11
SECTION 9	Wellness Usage	11
SECTION 10	Sick Leave Incentive	11

ARTICLE VII
LEAVE OF ABSENCE WITHOUT PAY

SECTION 1	Eligibility	12
SECTION 2	Request Procedures	12
SECTION 3	Leaves of Absences Without Pay	12
SECTION 4	Maternity Leave	12
SECTION 5	Military Leave	12

ARTICLE VIII
HOURS OF WORK

SECTION 1	Work Schedules	14
SECTION 2	Definitions	14

SECTION 3	Rest Periods	15
SECTION 4	Reporting Time	15
SECTION 5	Call Back Pay	15
SECTION 6	Reporting Location	16
SECTION 7	Snow Removal Operations	16

ARTICLE IX		
SENIORITY		17

SECTION 1	Probationary Period	17
SECTION 2	Seniority	17
SECTION 3	An Employee's Continuous Service Record	17
SECTION 4	18
SECTION 5	Seniority List	18

ARTICLE X		
LAYOFF		19

SECTION 1		19
SECTION 2	Layoff Procedures	19

ARTICLE XI		
TRANSFERS		21

SECTION 1	Posting Job Vacancies	21
SECTION 2	Selection	21
SECTION 3	Definition of Permanent Vacancy	21
SECTION 4	Union Notification	22

ARTICLE XII		
GRIEVANCE PROCEDURE		23

SECTION 1	Definition	23
SECTION 2	Steps.	23
SECTION 3	Time Limits.	24

SECTION 4	Presentation of Grievances	25
ARTICLE XIII		
	HEALTH AND SAFETY	26
SECTION 1	Protective Clothing and Equipment	26
SECTION 2	Protective Eyeglasses	26
SECTION 3	Damage to Personal Items	26
SECTION 4	First Aid Equipment/and Work Related Injury . .	26
SECTION 5	Physical Examinations	26
SECTION 6	Protective Footwear	26
SECTION 7	Protective Outerwear	27
ARTICLE XIV		
	MISCELLANEOUS	28
SECTION 1	Employer-Required Education	28
SECTION 2	Travel Expenses	28
SECTION 3	Mileage Reimbursement	28
SECTION 4	Non-Discrimination	28
ARTICLE XV		
	EMPLOYEE INSURANCE PROTECTION.	29
SECTION 1	Health Insurance	29
SECTION 2	Life Insurance	32
ARTICLE XVI		
	GENERAL	33
SECTION 1	Obligation to Bargain	33
ARTICLE XVII		
	DISCIPLINE AND DISCHARGE	34
ARTICLE XVIII		
		35
SECTION 1	Savings Clause	35
SECTION 2	Termination of Agreement	35

ARTICLE I

AGREEMENT

This agreement has been made and entered into this 1st day of July, 2003, by and between the Des Moines County Board of Supervisors (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union) as representatives of certain Employees of the Des Moines County Secondary Road Department pursuant to chapter 20 Code of Iowa.

	APPENDIX "A"	36
SECTION 1	Employment Classifications	36
SECTION 2	Pay Grade and Hourly Wage Rate	36
SECTION 3	Wage Adjustments	36
SECTION 4	Service Credit Pay	37
SECTION 5	Wage Administration.	37

ARTICLE II

UNION RECOGNITION

SECTION 1

The Employer agrees to recognize the Union as the sole collective bargaining representative for Secondary Road Employees as established by the Iowa Public Employment Relations Board most current bargaining unit certification.

SECTION 2

(A) Employees excluded from the bargaining unit are all managerial, supervisory, confidential and all other employees of the Employer.

(B) Part-time employees or temporary seasonal employees who work more than four (4) months continuously shall receive prorated benefits except that such employees shall not be eligible for health or dental insurance.

(C) Unless operationally necessary, the Employer agrees that permanent part-time employees shall not be hired to replace permanent full time employees. A permanent part-time employee is defined as an employee hired with no anticipated or established termination date.

SECTION 3

Stewards. The Employer will recognize a Steward or an Alternate Steward for the purpose of presenting and processing grievances as provided in Article XII. The names of the Steward and the Alternate Steward shall be certified to the Employer in writing by the employees, and the Employer shall not be required to recognize any other persons as steward or alternate steward.

SECTION 4

Negotiating Committee. The Employer agrees to excuse from work up to three employees when the negotiating committee participates in an official negotiating session, impasse procedure hearing, or other related activity.

SECTION 6

Dues Deduction. The Employer agrees to deduct from an employees wages on the first pay check of each calendar month the Union's membership dues when it has received from such employee not less than thirty (30) calendar days prior to the closing of the first pay period of the month a lawful voluntary written authorization. The amount of such union dues shall be certified in

writing to the Employer by the Union. It is understood that an employee may rescind his or her deduction authorization by giving at least thirty (30) days written notice to the Employer.

The Employer shall make a reasonable effort to remit within five (5) working days all dues deducted to the Union each month. An itemized statement of such deductions shall accompany the remittance.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or forms of liability that shall arise out of or by reason of action taken by the Employer in administering the provisions of this section. If an improper deduction is made, the Union shall refund the appropriate amount directly to the employee who is eligible for and is claiming the refund.

The employees agree not to apply direct or indirect pressure upon any regular full-time employee who refuses to join the employee's Union. There shall be no discrimination against an employee by the employee's Union or by the Employer or by another employee because of membership or non-membership in the employee's Union or a related employee's union activity.

SECTION 7

Bulletin Boards. The Union shall be allowed on-half of all bulletin boards for the posting of union materials.

ARTICLE III

PAID LEAVE OF ABSENCE

SECTION 1

Eligibility. Regular full-time employees covered under this agreement who have satisfactorily completed their probationary period as required in Article IX are eligible for paid time off from work for the qualifying reasons and subject to the limiting conditions as provided in the subsections that follow.

SECTION 2

Definitions. Paid time off is available only for those days that an employee is regularly scheduled to work. The employee's regular straight time hourly rate of pay, multiplied by eight (8) hours as set forth in Article VIII, Section 1 (Work Schedules) equaling the amount due the employee or one (1) day of authorized absence.

SECTION 3

PAID LEAVES OF ABSENCES

Voting Leave. Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed two (2) hours in length. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor. Time off for voting may be granted only if the employee's working hours do not allow a two (2) hour period outside of working hours during polling hours.

SECTION 4

Jury Duty. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid.

For The Jury Service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

SECTION 5

Court Appearance. When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness for the Federal Government, the State of Iowa, or a political subdivision thereof, or in a private litigation, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

ARTICLE IV

HOLIDAYS

SECTION 1

HOLIDAYS TO BE OBSERVED

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independent Day	Christmas Eve Day
Labor Day	Christmas Day

Plus any other holiday designated by the Employer.

SECTION 2

When To Be Observed. Each holiday shall be observed on the date on which it falls, except that a holiday which falls on a Saturday shall be observed on the preceding Friday, and a holiday which falls on a Sunday shall be observed on the following Monday.

SECTION 3

Conditions. An employee must work his or her last regularly scheduled workday preceding and his or her first regularly scheduled workday following the holiday in order to be eligible for holiday pay. An employee who is absent on either of these scheduled workdays will not forfeit holiday pay if he or she is in an approved paid leave status or an approved unpaid leave status not in excess of three days as provided elsewhere in this agreement. It is the duty of each employee to keep his or her immediate supervisor or the Employer informed of his or her location in case an emergency situation should arise, unless he or she is absent due to illness, injury or vacation.

SECTION 4

Personal Days. Additionally, all employees will receive three (3) personal days. Such days shall be taken in accordance with Article V (Vacations) of this Agreement, except that in the event of a personal emergency, the 24 hour advance notice request will be waived.

When an employee is required by the Employer to work the holiday listed above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1-1/2) the employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 A.M. and 11:59 P.M. Payment shall be made in cash.

ARTICLE V

VACATIONS

SECTION 1

The accrual rate of paid vacation days shall be determined by the employee's length of continuous service. Vacation shall be accrued each two week pay period. Where the step increase anniversary date falls within a two week pay period, the employee shall accrue the higher rate for the entire two week pay period.

During the first year of continuous service 1.54 hours per pay period. = (5.0024 day per year)

During the second, third, and fourth years of continuous service, 3.08 hours per pay period. = (10.0022 days per year)

During the fifth through the fourteenth years of continuous service, 4.62 hours per pay period. = (15.002 days per year)

During the fifteenth and every year thereafter of continuous service, 6.16 per pay period. = (20.0018 days per year)

SECTION 2

When vacations may be taken. New employees shall not be allowed to take vacation before successful completion of their probationary period. Vacation assignments shall be governed by seniority, provided the employee submits his or her vacation request prior to March 31. The employee recognizes that the Employer has the right to determine the number of employees within each job classification and/or work unit that may be on vacation at any given time. However, vacations shall be granted at times and in amounts most desired by the employee whenever operations permit as determined by the Employer. Vacations may be taken in units of one hour, up to the full amount that an employee has earned. Vacation requests will be submitted at least twenty-four (24) hours in advance.

If an employee is hospitalized during a paid vacation period, the portion of the vacation spent in the hospital and the ordered recuperative period may be rescheduled upon satisfactory proof of the hospitalization and the ordered recuperative period provided to the Employer. The period of time the employee spends in the hospital and the ordered recuperative period will be charged against the employee's accumulated sick leave.

SECTION 3

Vacation pay will be computed on the basis of the employee's straight-time hourly rate at the time that his/her vacation period

begins. One (1) vacation day is equal to eight (8) hours of such pay.

SECTION 4

Vacation time may be accumulated up to a maximum of 1-1/2 times the employee's yearly vacation. An employee will not be permitted to work his/her vacation days in exchange for extra pay; vacation days must be taken or forfeited.

SECTION 5

Separation from employment. Upon separation from employment for any reason, the employee or his/her estate shall be compensated for all earned unused vacation. An employee who gives the Employer the required one (1) week notice of his/her intent to resign shall be paid for any unused personal days. An employee who quits his/her job without giving the required one (1) week notice or is discharged for just cause shall not receive payment for any unused, personal days.

SECTION 6

In the event of a layoff, an employee may elect to take his/her earned vacation days and personal days, or hold them for use following a recall. However, at any time a laid off employee may receive, upon written request, payment for any or all earned vacation and personal days. If the employee's time limit for recall eligibility as provided in Article X is expiring, the employee shall be compensated for any earned vacation and personal days.

ARTICLE VI

SICK LEAVE

SECTION 1

Employees will be granted leave for disability due to illness or injury, referred to herein as "sick leave". Time lost from work due to a leave of absence without pay, a layoff, a suspension without pay, or any other unpaid employment status shall not be counted as time for which sick leave is earned, except that an unpaid leave that does not exceed five (5) consecutive working days shall not be counted against the sick leave earning period. Sick leave shall not be earned while an employee is receiving sick leave or workers compensation benefits, sick leave absence of less than four (4) hour increments excluded.

SECTION 2

Accrual/Accumulation. Employees shall earn sick leave at the rate of eight (8) hours per two (2) week pay period in which sick leave in excess of 8 hours is not used. Employees may accumulate up to a maximum of 1320 hours of sick leave. Sick leave may be used in one (1) hour increments, except at the start of the work day which shall be charged as a four (4) hour increment. However, sick leave used for a prior scheduled medical or dental appointment may be used in one (1) hour increments.

SECTION 3

Disabilities Covered. Sick leave applies to both occupational and non-occupational illness and injuries. An employee who loses time from work because of an occupational illness or injury may upon request supplement his/her worker's compensation benefits with accrued sick leave, vacation or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

SECTION 4

Utilization of Sick Leave.

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (A) which require the employee's confinement; or (B) which render the employee unable to perform assigned duties; or (C) where performance of assigned duties would jeopardize the employee's health or recovery.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

The Employer may require a medical certificate or other appropriate verification for absences covered by this article. If a verification is required, such verification shall have the original signature of an attending physician and show the cause or type of illness and probable length of any temporary disability.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed twenty-four (24) hours (3 consecutive working days) for each such occurrence. Immediate family is defined as, and limited to the wife, husband, child, parents, grandparents, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse; aunts and uncles of the employee or other relatives residing in the employee's immediate household.

3. When an employee is a pallbearer in a funeral service for someone who is not a member of the employee's immediate family (as defined in 2 above), accrued sick leave may be used not to exceed four hours (one-half (1/2) work day) for each such occurrence.

4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

5. An employee may be granted the sick leave benefit in circumstances that make the employee responsible for the temporary emergency care of another person who resides in the employee's household, or mother or father when the employee is responsible for the temporary emergency care of that person.

6. Sick leave shall not be used for any reasons not specifically set forth above.

SECTION 5

Reporting Requirement. To be eligible for the receipt of sick leave pay, an employee is required to notify his or her immediate supervisor or foreman prior to his or her scheduled report-to-work time and to state the nature of his or her illness or injury. The reporting requirement may be waived in the event that circumstances prevent the employee from notifying the Employer.

SECTION 6

Cancellation of Sick Leave. Separation from the Employer shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is reemployed by the Employer within eighteen (18) months.

SECTION 7

Occupational Injuries. Occupational injuries incurred by employees shall not be charged as sick leave until expiration of thirty (30) work days.

SECTION 8

When an employee is qualified for retirement under the Iowa Public Employees Retirement System (IPERS) and then retires under a bona fide retirement (or in case of death), he or she shall be compensated for his or her accumulated but unused sick leave on the basis of one day's pay for each sixteen (16) hours of accumulated sick leave. The hourly rate for one day's pay to be paid for this benefit will be the employee's base regular straight-time rate of pay at the time of his or her retirement or death.

SECTION 9

Wellness usage. An employee may use up to four (4) hours of sick leave per year for the purpose of obtaining a routine physical examination or a preventive medical physical examination where there are no known health problems. Upon presenting a physician's statement that the physical examination was performed for the above purpose, the sick leave hours will be restored to the employee's accumulation. However, routine physical examination hours shall not be cumulative from year to year.

SECTION 10

Sick Leave Incentive: When an employee has the maximum accrual (1320 hours) and taken 40 hours or less of sick leave in the calendar year, that employee is allocated 16 hours of compensatory time to be used in the following calendar year. Compensatory time must be used during the next calendar year and may not be carried over to a following year.

ARTICLE VII

LEAVE OF ABSENCE WITHOUT PAY

SECTION 1

Eligibility. Employees shall have the right to request a leave of absence in accordance with the provisions of this article after the successful completion of their probational period. Maternity leaves of absence shall be exempt from the waiting provisions of this section.

SECTION 2

Request Procedures. Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

SECTION 3

Leaves of absences without pay. Except as otherwise provided by this section, employees may be granted leaves without pay at the sole discretion of the Employer for any reasons for a period up to, but not exceeding one (1) year.

SECTION 4

Maternity Leave. Employees shall be granted a maternity leave of absence without pay as follows:

1. The employee shall, whenever possible, submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Upon request of the employee, accompanied by a doctor's statement, maternity leaves without pay may be granted for increments of thirty (30) days, not to exceed six (6) months in total.

2. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

3. Except as provided under Article VI of this agreement (Sick Leave), all periods of leave related to maternity shall be leaves of absence without pay.

SECTION 5

Military Leave. Whenever an employee enters into the active military service of the United States, the employee shall be

granted a military leave as provided under Section 29a.28 of the Iowa Code and the applicable Federal statutes.

ARTICLE VIII

HOURS OF WORK

SECTION 1

Work Schedules. Work schedules are defined as an employee's assigned hours, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.

The Employer shall provide fourteen (14) calendar days notice to the Union and the affected employees prior to making a permanent change in work schedules when there is a specific need to change work hours as determined by the Employer. The Employer agrees that work schedules will not be changed for sole purpose of avoiding the payment of overtime.

Secondary Road Operations. The work week for employees regularly assigned to Secondary Road Operation is Monday through Friday, from 8:00 A.M. through 4:30 P.M. of each scheduled workday. Daylight savings time hours will be from 7:00 A.M. through 3:30 P.M. There will be a fifteen (15) minute rest period near the midpoint of each morning and each afternoon. A one-half (1/2) hour unpaid lunch period shall be observed, and employees shall be required to carry their own lunch.

SECTION 2

A. DEFINITIONS

1. Overtime.

- A. Time that an employee actually works in excess of forty (40) hours per work period.
- B. Time that full-time employee works in excess of eight (8) hours in a work day. However, full-time employees working a compressed work period, flexible work schedules, or variable work schedules shall earn overtime only for work in excess of their regularly scheduled work day.

2. Work Period.

A regular reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

3. Work Time.

- A. All hours actually spent performing duties on the assigned job.
- B. Travel between job sites during or after the regular work day.
- C. Rest period taken in accordance with Section 3 of this article.
- D. Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.

B. OVERTIME COMPENSATION

Overtime shall be compensated at a premium rate of time and one-half (1-1/2) the employee's base hourly pay or actual overtime hours worked whichever is applicable. Payment shall be made in cash.

C. PYRAMIDING PROHIBITED

The payment of overtime excludes that hour(s) from consideration for overtime payments on any other basis.

SECTION 3

Rest periods. One rest period fifteen (15) minutes in length will be allowed for each full half-shift (a four-hour period) worked. Rest periods will be scheduled near the midpoint of each half shift by the Employer in accordance with operational needs as determined by the Employer.

SECTION 4

Reporting Time. Employees who have reported to work and are unable to perform their work because of weather problems, equipment breakdown or other related problems, beyond the control of the Employer will be sent home and paid for actual time spent at the work location or two (2) hours paid time, whichever is greater.

SECTION 5

Call Back Pay. In the event that the Employer notifies an employee of the necessity of reporting back for work at a time other than the normally scheduled work day, the employee shall receive double-time for the first hour worked, or the pay if there is no work, with the overtime pay provisions in Section 2.

SECTION 6

Reporting Location. Employees shall first report to their assigned County Maintenance Station and travel time from said Maintenance Station to the site of work and return shall then be considered part of the working day. After reporting to his County Maintenance Station, any official transportation requirements for an equipment operator assigned to a grader shall be furnished by the Employer, or the employee shall be paid for use of his personal vehicle at the existing reimbursement rate approved by the County Board of Supervisors. Personal use of Employer's vehicles and equipment for travel to and from restaurants, home, or other locations is prohibited unless such use is permitted by the County Engineer or his designee.

SECTION 7

Snow Removal Operations. During snow removal operations, which shall be determined by the County Engineer or his designee, if work continues beyond the normal working day, or it begins before the normal working day, and continues through the breakfast or supper period, no deduction of time shall be made for time taken to obtain breakfast or supper at a cafe, restaurant, or other such place as may be conveniently located near the road being worked, except that such eating time may not exceed one (1) hour.

ARTICLE IX

SENIORITY

SECTION 1

Probationary period. Regular full-time employees shall acquire seniority after completing a sixty (60) working day probationary period. The sixty (60) working day probationary period may be, upon written mutual agreement between the Union and Employer, extended to a ninety (90) working day probationary period. An employee may be terminated without cause during his/her probationary period and no grievance shall be filed concerning such a termination. Probationary employees are not eligible for any fringe benefits.

SECTION 2

Seniority means an employee's length of continuous service with the Employer in a bargaining unit position following the employee's successful completion of their probationary period.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the Social Security Number with the employee having the lower last four (4) digits of the Social Security Number being considered as having the greater seniority.

SECTION 3

An employee's continuous service record shall be broken for the following reasons:

- A. Voluntary Resignation
- B. Discharge for Cause
- C. Retirement
- D. Is absent from work for two (2) consecutive workdays without approval by the Employer, providing that an exception may be made at the sole discretion of the Employer.
- E. Fails to report to work in the next scheduled workday following completion of a leave of absence or a vacation unless an emergency precludes returning to work.
- F. Is laid off for more than eighteen (18) months.

- G. Fails to notify the Employer of his intention to return to work within five (5) working days after the Employer has mailed to the employee and to the designated representative of the bargaining unit, by certified mail, a notice of recall.
- H. An employee engages in other gainful employment during a leave of absence except when such a leave of absence was authorized specifically for that purpose.

SECTION 4

The Employer will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular section of this Agreement.

SECTION 5

A seniority list showing each bargaining unit, employees name, job title, and seniority date shall be posted on each bulletin board annually in July of each year. A copy shall be given to the local Union upon posting.

ARTICLE X

LAYOFF

SECTION 1

The Union recognizes the right of the Employer to layoff or to reduce the hours of employment in accordance with the procedures set forth in this article.

SECTION 2

Layoff Procedures. Layoffs within the bargaining unit shall be made within the following by classification within the following combine job groups:

- A. Layoff shall be by classifications as set forth below:

Rodman, Chainman	Truck Driver
Inspector-Draftsman	(Straight Truck)
Instrumentman-Inspector	Truck Driver
Parts Man	(Semi-Truck/Trailer)
Equipment Operator	Sign Specialist
Mechanic	Roadside Tech.

- B. Employees within the above combined classifications shall be laid off in accordance with seniority. Layoff shall be by seniority with the least senior employee(s) being laid off first.
- C. Each employee affected by a layoff shall be notified in writing at least twenty (20) working days prior to the effective date of the layoff.
- D. The laid off employee may, in lieu of layoff, elect to bump the least senior employee in the group. If the laid off employee is the least senior employee within the group, he/she may elect to bump the least senior employee in the group provided he/she has more seniority and is qualified to perform the duties of the position. Election under this section must be made within five (5) working days after receiving the notice of layoff. Upon bumping, an employee shall retain his/her current rate of pay except that if such rate of pay is higher than the maximum for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay.
- E. Laid off employees shall have recall rights for a period of eighteen (18) months following the date of layoff. Failure to accept a position when offered within five (5) working days after the Employer has mailed to the

affected employee a notice of recall shall negate any further rights of reinstatement. Recalls shall be made in reverse order of seniority.

ARTICLE XI

TRANSFERS

SECTION 1

Posting Job Vacancies. All permanent vacancies within bargaining unit classifications covered by this Agreement shall be posted on appropriate bulletins boards for a period of five (5) working days, during which time interested employees may bid for such openings.

SECTION 2

Selection. The Employer shall select the most senior employee who is qualified and has the ability to perform the duties of the vacant position. The employee shall serve a one (1) month probationary period. The probationary period is intended to give the Employer an opportunity to evaluate the employee's work performance in the new job, and also for the employee to evaluate the new job. Should the transferred employee fail to perform the duties of the new position in an acceptable manner, the Employer shall return the employee to his former position. During the probationary period the transferred employee may at his option return to his/her previous job.

SECTION 3

Definition of Permanent Vacancy. For purposes of this article, a permanent vacancy is created:

1. When the Employer increases the work force.
2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: terminations or transfers out of the bargaining unit, promotion or demotion.
3. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of this Article.
4. Transfers within the bargaining unit resulting from either 1, 2, or 3 above.

Nothing in this section shall be construed as a limitation on the Employer's ability to reassign employees to meet agency needs as determined by the Employer.

SECTION 4

Union Notification. The Employer shall notify the Union in writing of all new bargaining unit hires, bid selection, transfers, and separations of bargaining unit employees.

ARTICLE XII

GRIEVANCE PROCEDURE

SECTION 1

Definition. A grievance is defined as and limited to a written complaint alleging a violation involving the application and the interpretation of the provisions of this Agreement. Any employee or group of employees shall have the right to present a grievance to the Employer and to accept the Employer's offer of a settlement, provided that the proposed settlement is not inconsistent with the terms of this Agreement.

All grievances must be presented promptly and no later than five (5) working days following the occurrence which is the basis for the alleged contractual violation.

Employees shall have the right to Union representation at any step of the grievance procedure.

SECTION 2

Step 1:

Within three (3) working days following receipt of the written grievance, the employee(s) immediate supervisor will return a written decision to the employee and his/her representative.

Step 2:

If the grievance is not resolved in Step 1, the employee or the employee's Union shall present the grievance to the appropriate management representative as designated by the Employer within five (5) working days following the written decision of the supervisor in Step 1. The management representative shall answer the grievance in writing within five (5) working days following receipt of the grievance. He shall provide copies of his decision to the employee and employee's Union.

Step 3:

If the grievance is not resolved at Step 2, the grievant or Union shall, within ten (10) working days following receipt of the Step 2 written response, submit the grievance to the Board of Supervisors. The Board of Supervisors shall provide a written response to the grievance within ten (10) working days providing a copy to the grievant. The Board of Supervisors may, at their discretion, meet with the grievant and grievant's representative, if any, prior to providing a written response. If such meeting is conducted during work time, it shall be held without loss of pay to the grievant and one Union representative who is an employee in

paid status.

Step 4:

Within ten (10) working days following receipt of the Board of Supervisors' answer to the Step 3 grievance, the grievance may be submitted to arbitration. If an unresolved grievance is not appealed to arbitration within the designated time limits it shall be considered terminated on the basis of the third Step answers of the parties without prejudice or precedent in the resolution of future grievances.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a five-member panel of arbitrators. If the panel submitted by the Iowa Public Employment Relations Board is unacceptable to either party, the party or parties shall request a second panel of arbitrators from the Iowa Public Employment Relations Board.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Each party shall pay its own cost of preparation and presentation for arbitration including the cost of their own witnesses and any lost wages that may be incurred. The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, nullify, modify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matter which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

SECTION 3

Time Limits. Should the Employer fail to meet the time limits at any Step of the grievance procedure, the employee or Union may advance the grievance to the next Step. Should the employee or Union fail to meet the time limits at any Step of the grievance

procedure, the grievance shall be considered withdrawn without prejudice or precedent in the resolution of any future grievances unless such time limits are extended by mutual agreement.

SECTION 4

Presentation of grievances. Employees, steward or alternate steward may present grievances to their immediate supervisor at any Step of the grievance procedure without loss of pay, however, the processing or investigation of grievances shall be done during non-work time without pay. In the event the immediate supervisor is not available at the work site the contractual limits shall be extended until the supervisor is available.

ARTICLE XIII

HEALTH AND SAFETY

SECTION 1

Protective Clothing and Equipment. The Employer shall designate items of clothing and equipment that are required for the performance of assigned duties. The use of such protective items shall be mandatory. The Employer agrees to supply such items that are designated as "required".

SECTION 2

Protective eyeglasses. All employees must wear approved eye protection when required by rules established by the Employer. The Employer shall allow up to two hundred dollars (\$200.00) each year of this Agreement for either the initial purchase of prescription eyeglasses or replacement of such eyeglasses damaged in the course of employment and requiring replacement.

SECTION 3

Damage to personal items. If an employee suffers a damage to personal clothing or equipment items as a direct result of the proper performance of assigned duties. The employee may submit a request in writing to the Employer for compensation in part or in full for the item damaged. The Employer may require a full explanation of the accident, and, following an investigation by the Employer, allow all, a part, or none of the claimed amount.

SECTION 4

First Aid Equipment/and Work Related Injury. The Employer agrees to provide first aid kits on all self-propelled equipment and vehicles. All on-the-job injuries and work related illnesses must be reported promptly to the Employer.

SECTION 5

Physical Examinations. The Employer may require a physical examination to determine the condition of health of any employee and their ability to perform assigned duties.

SECTION 6

Protective footwear. The Employer shall allow each bargaining unit employee who is required to wear protective footwear, one hundred twenty-five dollars (\$125.00) each year or up to two-hundred fifty dollars (\$250.00) for twenty-four (24) months during this Agreement for the purchase of safety footwear.

SECTION 7

Protective Outerwear. The Employer shall provide quality rain gear and boots to each permanent employee who shall sign for and be responsible for the care of such equipment. Worn out rain gear and boots shall be replaced on an as needed basis upon receipt of the worn out equipment by the Employer.

ARTICLE XIV

MISCELLANEOUS

SECTION 1

Employer-Required Education. Employees may be required to attend or complete courses of instruction that are related to their present or contemplated job assignments. When so required to attend, the Employer agrees to pay the direct costs of such instruction.

SECTION 2

Travel Expenses. An employee who travels at the direction of the Employer will be reimbursed for actual expenses subject to the limits established for all Des Moines County employees. Such travel must be approved in advance by the Employer, and the employee's claim for reimbursement must be supported by receipts for each expense. Official vehicles are to be utilized for travel except when the use of the employee's personal vehicle is authorized by the Employer.

SECTION 3

Mileage Reimbursement. The Employer agrees to reimburse employees for use of their privately owned vehicles when their use is required at the State of Iowa going rate.

SECTION 4

In the event the landfill operation returns to Des Moines County, regular full time employees in a County operated landfill shall be part of the bargaining unit and covered by the terms of this Agreement.

ARTICLE XV

EMPLOYEE INSURANCE PROTECTION

SECTION 1:

A. HEALTH INSURANCE. The Employer will provide a health insurance program as is outlined below to each regular full time employee covered under this agreement and will pay the premiums for each such employee and their dependents due under the plan.

B. COST CONTAINMENT. The parties recognize the need to contain health care costs to the fullest extent possible and to that end shall include mandatory second opinions, pre-admission authorization, and mandatory out-patient procedures in accordance with such rules as may be imposed by the insurance carrier.

C. GENERAL DESCRIPTION. The insurance plan is generally described as follows: Combine all present coverages under a COMPREHENSIVE PLAN with a front end deductible of \$250.00 PER INDIVIDUAL AND \$500.00 PER FAMILY PER CALENDAR YEAR. Medical expenses after the first \$250.00 or \$500.00 per calendar year would be subject to a CO-INSURANCE PROVISION OF 80/20% with the plan reimbursing 80% of covered services and the individual or family responsible for 20% of covered services. CO-INSURANCE WOULD APPLY TO THE NEXT \$2,000.00 OF COVERED SERVICES PER INDIVIDUAL OR \$4,000.00 PER FAMILY. After the deductible and co-insurance have been satisfied, the plan would pay 100% of the covered charges. STOP LOSS PROVISION OR OUT OF POCKET MAXIMUM WOULD THEREFORE BE \$650.00 PER INDIVIDUAL OR \$1,300.00 PER FAMILY PER CALENDAR YEAR. Lifetime maximum benefits per individual covered would remain at \$1,000,000.00. All charges would be settled using a current "reasonable and customary schedule" for the area where charges originate. All services provided must be medically necessary in order to be considered for payment.

MANAGED CARE PROVISIONS:

A. PRE-EXISTING CONDITION CLAUSE ON NEW HIRES: If medical expenses are incurred in connection with a pre-existing condition, the medical care benefit is limited to \$3,500.00 of covered medical expenses. This limitation applies only during the first twelve (12) consecutive months that insurance is in force for an employee or family member.

PRE-EXISTING CONDITION means a condition which is caused by an injury or sickness and requires a family member, during the three (3) months just before becoming insured to: (a) consult a doctor; (b) seek diagnosis or advice or receive medical care or treatment; (c) undergo hospital admission or doctors visits for testing or for diagnostic purposes or studies; or (d) obtain services,

supplies, prescription drugs or medicines.

This limitation will not apply after the family member has remained insured for THREE CONSECUTIVE MONTHS without incurring an expense for the pre-existing condition, or for TWELVE CONSECUTIVE MONTHS, whichever occurs first.

B. AGE LIMIT ON DEPENDENTS: Amended present definition of "DEPENDENT" as follows: means your lawful spouse and unmarried natural child who is under age 19, OR UNDER AGE 24 if a full-time student. The term "child" will also include a stepchild or other child for whom you have assumed a legal responsibility when such child resides in your household in a parent-child relationship. Coverage will not be terminated due to age if your dependent child is incapable of earning a living due to mental or physical handicap.

C. MATERNITY EVALUATION: Means a written document prepared by an insured member's doctor or covered health practitioner and submitted by the fourth month of pregnancy. The maternity evaluation must contain the following information:

- (a) Expected date of delivery;
- (b) Expected method of delivery (vaginal or caesarian section) and supporting reason(s) for the method;
- (c) Identification of any actual or expected complications for the mother or child(ren) and types of treatment to be provided;
- (d) Fees for the treatment;
- (e) Requested length of stay in the hospital.

Based upon the information provided in the Maternity Evaluation, an appropriate length of stay will be certified.

The plan must be notified in case of emergencies such as premature birth or development of a severe medical problem so that provision can be made for a re-evaluation of length of stay and treatment.

FAILURE TO SUBMIT THE WRITTEN DOCUMENTATION OR NOTIFY THE PLAN will result in a special \$500.00 deductible to be applied before payment of benefits; this deductible will not apply toward satisfaction of any other plan deductible and/or co-insurance or toward the stop-loss.

COVERAGE FOR CAESARIAN SECTIONS THAT ARE NOT CONSIDERED MEDICALLY NECESSARY WILL BE REIMBURSED AS FOLLOWS:

- (a) Doctors charges up to the reasonable and customary charge for a normal vaginal delivery.
- (b) \$500.00 will be subtracted from the hospital

charges and the remaining covered charges will be paid at 80% after satisfaction of the deductible.

(c) Charges not covered, the \$500.00 and charges under the 20% provision will not be applied to the "stop loss" limit.

D. PRE-ADMISSION AUTHORIZATION - ADMISSION REVIEW - CONTINUED STAY REVIEW - CASE MANAGEMENT: Present plan language would be revised to include PRE-ADMISSION AUTHORIZATION - ADMISSION REVIEW - CONTINUED STAY REVIEW - CASE MANAGEMENT under the same clause and subject them to the special \$500.00 deductible for failure to notify the plan or comply with the plan directives. This deductible will not apply toward satisfaction of any other plan deductible and/or co-insurance or towards the stop-loss provision.

CASE MANAGEMENT AND CONTINUED HOSPITAL STAY REVIEW will be provided by third party professional firms in consultation with the Claim Administrator.

EMERGENCY ADMISSION REVIEW will require the plan be notified within 48 hours after an emergency admission or 72 hours after admission on a weekend or holiday.

E. PRESCRIPTION DRUG CARD BENEFITS DEDUCTIBLES: \$5.00 for Generic and \$15.00 for Brand Name. Participant is required to obtain Generic when available unless prescribing physician will only prescribe Brand Name or Generic is not available - in which case deductible is \$5.00.

F. PREFERRED PROVIDER NETWORK: Plan would be authorized to initiate with the help of the Third Party Administrator (TPA) discussions to effect discounts with providers of medical services in exchange for referral of patients on a restricted basis.

Participants would be required to first use the providers in the PPN or if they choose to use other providers, the benefit payments would be reduced to that amount that would have been paid had the participant used the approved PPN.

THIS RULE WOULD NOT APPLY TO EMERGENCY SITUATIONS, OR IF CARE OR SERVICES ARE NOT AVAILABLE FROM THE PROVIDERS IN THE PPN OR IF A PATIENT'S HEALTH WOULD BE JEOPARDIZED BY THIS REQUIREMENT.

G. DENTAL INSURANCE: The Employer will provide a dental insurance program subject to such rules as may be imposed by the insurance carrier, to each regular full-time employee covered under this agreement and pay one hundred percent (100%) of the premium for each such employee and their dependents. The Employer retains the right to select the plan of insurance coverage and the insurance carrier. In the event that a change is made from the present plan and carrier, The Employer agrees that the insurance coverage will be equal to or greater than the current insurance

coverage.

SECTION 2:

LIFE INSURANCE. The Employer will provide at no cost to the employees covered in Section 1 above a plan of group term life insurance coverage in the amount of thirty thousand dollars (\$30,000.00) per covered employee.

ARTICLE XVI

GENERAL

SECTION 1

Obligation to Bargain. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE XVII
DISCIPLINE AND DISCHARGE

SECTION 1:

The Union recognizes the right of The Employer to discipline employees for "just cause". An employee who alleges that such action was not based upon just cause, may appeal The Employer's action through the grievance procedure set forth in Article XII of the Agreement.

SECTION 2:

Notwithstanding Section 1 above, nor any other provision(s) of this Agreement, the releases of probationary employees shall not be subject to the grievance procedure.

SECTION 3:

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action was taken.

ARTICLE XVIII

SAVINGS AND TERM

SECTION 1

Savings Clause. In the event any article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

SECTION 2

Termination of Agreement. The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2003, and terminating on June 30, 2008, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under this Agreement are automatically canceled.

APPENDIX "A"

SECTION 1

EMPLOYMENT CLASSIFICATIONS

Employees recognized by Article II Section 1 of this Agreement and assigned to secondary road maintenance operations shall fall within the classification of "Maintenance".

Employees recognized by Article II Section 1 of this Agreement and assigned to secondary road engineering operations shall fall within the classification of "Engineering".

The Union and Employer understand that the consolidation of pay grade classifications is to provide equity among the employees covered by this Agreement, and will not provide basis or argument to amend or clarify the bargaining unit certification.

SECTION 2

PAY GRADE AND HOURLY WAGE RATE

Employees recognized by Article II, Section 1 of this Agreement shall have the following pay grades:

Effective 7/1/03	Effective 7/1/04	Effective 7/1/05	Effective 7/1/06	Effective 7/1/07
<u>Entry/Max</u>	<u>Entry/Max</u>	<u>Entry/Max</u>	<u>Entry/Max</u>	<u>Entry/Max</u>
\$13.91 \$17.40	\$14.33 \$17.92	\$14.76 \$18.46	\$15.20 \$19.01	\$15.66 \$19.58

SECTION 3

WAGE ADJUSTMENTS

New employees shall be hired at eighty percent (80%) of top wage rate.

After six (6) months of continuous service, an employee shall go to eighty-two percent (82%) of top wage rate.

After twelve (12) months of continuous service, an employee shall go to eighty-five percent (85%) of top wage rate.

After eighteen (18) months of continuous service, an employee shall go to eighty-seven percent (87%) of top wage rate.

After twenty-four (24) months of continuous service, an employee shall go to ninety percent (90%) of top wage rate.

After thirty (30) months of continuous service, an employee shall go to ninety-two percent (92%) of top wage rate.

After thirty-six (36) months of continuous service, an employee shall go to ninety-five percent (95%) of top wage rate.

After forty-two (42) months of continuous service, an employee shall go to ninety-seven percent (97%) of top wage rate.

After forty-eight (48) months of continuous service, an employee shall go to one hundred percent (100%) of top wage rate.

SECTION 4

SENIOR SERVICE CREDIT PAY AND PAYROLL

(A) Senior Service Credit Pay. For each ten (10) years of continuous employment, an employee will receive a senior service increase of thirty cents (\$.30) per hour. Senior service pay will not be limited by the maximum hourly rate for the employees grade and job classification. Application of this subsection shall not reduce senior service credit pay that employees have earned under previous agreements.

(B) Time lost from work in any non-pay status shall not count toward either of the above service credit pay increases. Such increases shall only be awarded to hourly paid employees covered by this bargaining agreement.

(C) Payroll periods. The cut-off date for all payroll sheets and time cards will be at midnight the Friday preceding payday.

(D) Payroll corrections. The Employer agrees to issue pay checks to employees every other Friday. Should a payday fall on a holiday, paychecks will be distributed on the last work day preceding the holiday.

(E) Payroll corrections. Payroll errors in the amount of fifty dollars (\$50.00) or more will be corrected within five (5) working days following the proper written request of the employee.

SECTION 5

WAGE ADMINISTRATION

(A) Rate for new employees. All new employees will be hired in accordance with the employment classifications and pay grades established by the Agreement.

(B) Hourly wage rates. Employment classifications applicable thereto during the term of this Agreement are attached hereto and designated "Appendix A".

(C) Wage Changes. All wage changes shall be effective on the first day of the following pay period in which the wage increase is granted except for across-the board increases that are effective in accordance with Section 1 above.

(D) Paychecks. The Employer agrees that paycheck stubs shall show accrued and used sick leave, vacation, and personal days.

BOARD OF SUPERVISORS OF DES MOINES COUNTY, IOWA

AND AFSCME SECONDARY ROADS

2003-2008 AGREEMENT

FOR DES MOINES COUNTY

By _____ Date _____
Chairman, Board of Supervisors

By _____ Date _____
Supervisor

By _____ Date _____
Supervisor

FOR AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, COUNCIL 61 LOCAL 2205

By James Donlan Date 2-28-03

By [Signature] Date 2-28-03

By _____ Date _____

BOARD OF SUPERVISORS OF DES MOINES COUNTY, IOWA

AND AFSCME SECONDARY ROADS

2003-2008 AGREEMENT


FOR DES MOINES COUNTY

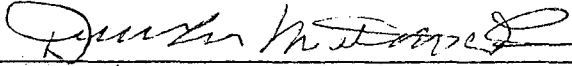
APPROVED

APR 01 2003

BOARD OF SUPERVISORS

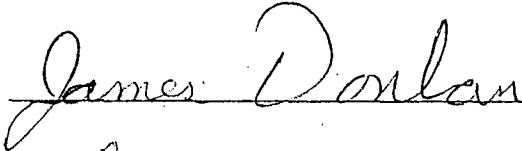
By  Date _____
Chairman, Board of Supervisors

By  Date _____
Supervisor

By  Date _____
Supervisor

FOR AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, COUNCIL 61 LOCAL 2205

By  Date 2-28-03

By  Date 2-28-03

By _____ Date _____